

**SECTION L OF NNG11341433R**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L. 1 SECTION L PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR) clauses:

<http://www.acquisition.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**(a) FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004) Alt I (Oct 1997)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

**(b) NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS**

1852.233-70	PROTESTS TO NASA (OCT 2002)
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(End of By Reference Section)

**L.2 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

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(b) The use in this solicitation of any NASA FAR Supplement Regulation (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**L.3 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)**

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

**L.4 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MARCH 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation

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plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at [FAR 52.222-46](#), "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

**L.5 SERVICE OF PROTEST (52.233-2) (SEPT 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Dock Master  
Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 16W—Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

**Protest: Solicitation Number NNG11341433R**  
**Attn: Michele Connerton**  
**GSFC Mail Code 210.8**  
**Phone No. 301-286-6640 (Collect calls not accepted)**  
**FAX: 301-286-1773**  
**E-Mail: [Michele.R.Connerton@nasa.gov](mailto:Michele.R.Connerton@nasa.gov)**

Note: The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the

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GSFC receiving function, which includes mailroom operations. Protests will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 16W Shipping and Receiving Dock. GSFC passes, badges, escorts, etc. are not required for access to the receiving dock.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.6 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (1852.245-80) (JAN 2011)**

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

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(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:

N/A

(End of provision)

**L.7 LIST OF AVAILABLE GOVERNMENT PROPERTY (1852.245-81) (JAN 2011)**

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

**See Attachments C and D**

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

**None**

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

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**L. 8 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (AUG 2000)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Michele Connerton  
Phone: 301-286- 6640  
(collect calls not accepted)  
FAX: 301-286-1773  
E-Mail: Michele.R.Connerton@nasa.gov

Address: NASA/Goddard Space Flight Center  
Greenbelt, MD 20771  
Mail Code: 210.8

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

(End of provision)

**L. 9 TYPE OF CONTRACT (52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed Fee (CPFF) contract with a 3 year basic and one 2-year option resulting from this solicitation.

(End of Provision)

**L.10 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (AUG 2009)**

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A - Statement of Work (SOW) taking into consideration Attachment B - SOW Addendum, as well as to demonstrate the offerors understanding of the support necessary to satisfy the hypothetical scenario work activities found in Section L of this RFP. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.

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- Present in detail the work and management approaches and methods for so doing and dealing with risks and contingencies.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their reporting and accounting relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

(a) **PROPOSAL FORMAT AND ORGANIZATION**

(1) Offerors shall submit proposals in four volumes as specified below:

<b>Volume</b>	<b>Title</b>	<b>Copies</b>
I	Offer Volume	Original plus 10 Hard Copies and two electronic copies
II	Mission Suitability Volume	Original plus 10 Hard Copies and two electronic copies
III	Cost Volume	Original plus 10 Hard Copies and two electronic copies
IV	Past Performance Volume	Original plus 10 Hard Copies and two electronic copies

(2) Offerors, and proposed significant subcontractors defined as any subcontract that is likely to meet or exceed \$25 Million of the proposed total contract value (basic plus option), shall forward one (1) additional copy of their Cost Proposal, marked NNG11341433R to their cognizant Defense Contract Audit Agency (DCAA) office. A copy of the proposal transmittal letter to DCAA shall be forwarded to the Contracting Officer for each cost proposal (prime and significant subcontractors) responding to this RFP.

(3) All pages of volumes I, II, III, and IV shall be numbered and identified with the offeror's name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the offeror's proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above) in Microsoft Word and Excel (Windows 2007) or Portable Document Format (version 9.0 or greater). Cost/price proposal charts shall use Microsoft Excel (Windows 2007). Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on

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the disc and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section M of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address and reference each listed evaluation factor and subfactor.

**(b) PROPOSAL CONTENT AND PAGE LIMITATIONS**

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.

<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
<b>Offer Volume</b> (a) SF-33, Fill-ins for Section B, Section K Representations and Certifications, and additional information to be furnished, all with original signatures.	<b>I</b>	<b>L.10</b>	<b>None</b>
<b>Mission Suitability Volume</b>	<b>II</b>	<b>L.11</b>	<b>95 Pages</b>
(a) Questions/Scenarios			<b>NTE 15 Pages**</b>
(b) Cover Page, Table of Contents, SOW Compliance Matrix, Total Compensation Plan, Contractor's Quality Assurance Plan, Phase-in Plan,			<b>Excluded</b>



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<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
Safety and Health Plan, Organizational Conflict of Interest Plan, List of Acronyms			
(c) Deviations & Exceptions			<b>Excluded</b>
<b>Cost Volume</b>	<b>III</b>	<b>L.13</b>	<b>Mixed</b>
(a) Cost Exhibits			<b>None</b>
(b) Basis of Estimates			<b>NTE 80* pages</b>
(c) Deviations/Exceptions			<b>Excluded</b>
<b>Past Performance Volume</b>	<b>IV</b>	<b>L.14</b>	<b>Mixed</b>
(a) Information from the Offeror			<b>30 Pages*</b>
(b) Cover Page, Table of Contents, Indices, Past Performance Questionnaires, Customer Evaluations, Consent Letters, Termination/Descope information, and List of Acronyms			<b>Excluded</b>
(c) Deviations & Exceptions			<b>Excluded</b>

NTE = Not to Exceed

\*Both Prime and significant subcontractor(s) information is to be included within the page limitation.

\*\* Included within the 95 page total.

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, charts, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, charts, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited except for the page limit for the Basis of Estimate (BOE) section specified in table

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(b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government will evaluate proposals and anticipates conducting discussions with offerors, but may award on initial offers if appropriate without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price, management and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b).

(End of provision)

**L.11 OFFER VOLUME**

This must be a separate volume.

(a) **STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K**

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 240 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names and phone numbers of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or

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subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT  
TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both “business” and “technical”.

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in Volume I, II, III, or IV as appropriate.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror’s competitive standing.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic contract

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requirement with a pass/fail determination. A contract may only be awarded to the offeror(s) who are determined to have an adequate accounting system.

(2) Contract Administration

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.
- b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
- c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

(5) Government Property

Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The first provision requires the submittal of certain information regarding the Offeror's Government property management procedures. The second provision requires the Offeror's to indicate if they intend to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation. This information should be included in this volume.

(6) Reserved.

(7) Subcontractor Listing

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The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the subcontract value associated with each entity.

(End of Provision)

**L.12 MISSION SUITABILITY INSTRUCTIONS (COMPETITIVE) (OCT 2010)**

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

**1. General Instructions**

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements is not adequate. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

The offeror must identify and discuss the risk factors associated with accomplishment of the requirements of the contemplated contract. This must be done as appropriate in the Mission Suitability Proposal. Risk factors may be those inherent in the work, unique to the offeror's chosen approach, and must include any risk factors that are specifically identified by the Government in this solicitation. General areas of possible risk that are of concern to NASA are technical, schedule, cost, safety, occupational health, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. However, these instructions may include Government identified risks that the offeror must also address. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

The Offeror shall provide a list of acronyms used in its proposal. The list should be comprehensive without including extraneous acronyms. All information submitted shall be current, specific, complete, and meet the requirements of the solicitation.

**2. Mission Suitability Proposal Format**

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The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

Subfactor A--Technical Approach  
Subfactor B--Management Approach  
Offeror Deviations/Exceptions

**3. Mission Suitability Instructions by Subfactor**

**Subfactor A-- Technical Approach**

The Offeror's technical approach shall clearly demonstrate their understanding of the depth, breadth, and objectives of the requirements of the SOW and shall describe the techniques and procedures, including methods and tools that will be used to satisfy and accomplish these requirements in a timely and cost effective manner.

The Offeror shall identify the most significant potential risks, as well as management and technical challenges, under this contract and also describe the risk management techniques that will be used to manage identified risks during contract performance.

Offerors are invited, but not required to describe any new or innovative methods, techniques or technologies related to the Statement of Work requirements. The Offeror shall fully describe each method, technique or technology and explain how it would impact the performance of the SOW under the proposed contract. Efficiencies should be quantified where possible. All discussions must be clear and concise and refer to the appropriate SOW activity. The offeror shall describe whether they are willing to be contractually obligated to perform any of the proposed innovations within the proposed contract cost.

Offerors shall describe their approach for providing support in the specific technical areas identified in the Questions/Scenarios contained later in this subfactor. The Questions/Scenarios are hypothetical; however they represent events the Contractor may expect to encounter during the course of the contract.

Responses to the Questions/Scenarios shall primarily be in narrative form. They shall identify the technical approach, labor categories, Government and external interfaces, the flow of activities from start to completion, and any other information required to determine the adequacy, reasonableness and effectiveness of the Offeror's approach. Rather than duplicating materials, responses should refer to the Offeror's pertinent capabilities in their response to the SOW requirements to demonstrate a clear and full understanding of the objectives; support methodology proposed; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. These hypothetical scenarios are not expressly connected with any work activity so no cost estimates or new capabilities should result from this portion of the Offeror's proposal.

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Any assumptions and rationale made in preparing a response to these questions must be clearly stated.

Questions/Scenarios:

NASA's Goddard Space Flight Center is home to the nation's largest organization of combined scientists, engineers and technologists that build spacecraft, instruments and new technology to study the Earth, the sun, our solar system, and the universe. To that end, Goddard manages and operates a number of science missions and supplied scientific instruments for collecting research-grade data. Goddard also has the responsibility to provide data and disseminate research results to user communities. As a key Goddard support contractor for science, you will support Goddard in achieving its science missions. For the purpose of demonstrating your thorough understanding of the work you are required to support, please describe how your management and technical staff will apply your proposed capabilities, referencing your technical approach for accomplishing the SOW, Attachment A as necessary, to support various Goddard organizations in the following situations.

The Offeror shall address the following Scenarios/Questions. The Offeror's responses shall be limited to a maximum total of fifteen (15) pages.

Questions/Scenarios:

Scenario (1)

A major science mission has just been selected to study the Sun, our nearest star. In addition to being the instrument lead for two investigations: one in-situ and one imaging instruments, Code 600 personnel also leads the mission ground data system as well as the science operations center. Describe how you would support the science instrument development as well as the science planning and end-to-end data operations of this mission. What processes and facilities would be required for developing the instruments, operating the science instruments, and producing and distributing the science data products to mission investigators, community researchers, and the general science community? Describe your role in supporting mission-related functionality and organizations, work units or elements, internal and external to Goddard, that are likely to be needed .

Scenario (2)

A planetary mission with GSFC scientific instruments will be launched and is destined to arrive at one of the outer planets within 10 years. Describe the scientific support, staffing plan and organization interfaces to support the GSFC instrument team during

- i. Pre-launch, launch, and post-launch check-out;
- ii. Cruise phase; and
- iii. Orbital insertion and routine operations

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Scenario (3)

One of GSFC Code 600's primary functions is to develop advanced detectors to improve measurement capability to explore the Universe in different energy regimes. The objectives of these efforts are to achieve higher sensitivity, spectral, charge, mass, spatial and /or temporal resolution, lighter weight, miniaturization, reduced power requirement, and better performance. Describe your approach to the NASA technology maturation processes. How would you support GSFC investigators to mature these technology prototypes so that they could be ready to propose for a flight mission? Describe your efforts in supporting GSFC PIs in a flight mission proposal bid. In your response, you are free to select a specific example to illustrate your understanding of detector technology development process.

Scenario (4)

GSFC has requirements to support education and outreach (EPO) activities that will be coordinated worldwide concomitant with important scientific events and mission milestones. Examples of such events are: the Year of Astronomy (2009), the Year of the Solar System (2010-2012), Sun-Earth Days, International Polar Year (IPY), International Heliophysical Year (IHY), Solar Eclipse observations, and Operation IceBridge campaigns. Describe the kinds of support, both long-term and short-term, you would provide to GSFC to bring the excitement of Earth and space exploration to the public and to encourage the next generation to enter STEM (Science, Technology, Engineering, Mathematics) careers. Describe what media you will use or develop and how you would measure the success of the outcome of these EPO activities.

Scenario (5)

Consider a major volcanic eruption (about 2-3 times of Mt. Pinatubo, 1991) occurring in the Cascade Range in the Pacific Northwest in the JPSS operational time frame. Its plume drifts eastwards across the United States and Canada. Describe the hierarchy of relevant organizations/communities that would require the use of satellite-derived science data products to monitor and understand this event. Discuss how these products might be best tailored and distributed to satisfy the requirements and responsibilities of each constituency. Indicate the advantages and limitations of using your suggested products.

Scenario (6)

Mission XSCAPE, a fictional 3-year mission to study cosmic X-ray sources has been approved to move to Phase C. There are 3 instruments on board (led by Goddard, a university, and ESA) and your company has been assigned to engineer and maintain an IT environment to handle the production, archiving, and distribution of science data products generated from the science telemetry data provided by the mission operations center (MOC). It is anticipated that the mission will produce 6 GB of new science data products per day. Given the science processing, storage, distribution, IT trends, and



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security requirements, describe your engineering and software development processes and the resulting data processing environment, data products, software systems, and interfaces that your company would propose to support XScape.

**Scenario (7)**

A major multi-satellite program with international partnerships is having an initial launch in six months. Your company is tasked to establish and maintain a website and the interactive Common Gateway Interface (CGI) programs for users (mission investigators with propriety rights and general science data users) to access and analyze mission data products, and to provide user support. Describe your approach to establishing a secure website and ensuring maximum availability.

**Subfactor B-- Management Approach**

Describe the Offeror's organizational structure, including policies, procedures, and techniques for efficiently managing the proposed work. Proposals shall set forth the Offeror's approach to quality management of the required services through surveillance, organizational structure, staffing and effective utilization and distribution of the workforce in meeting contract requirements, cost constraints and schedules, while minimizing bottlenecks and maximizing efficiency.

Provide a detailed description of the responsibilities and authorities for administrative and technical management of this contract, from lower levels through intermediate management to top-level management. The Offeror should include such elements as the span of control, resolving internal conflicts over resources with other company organizations, degree of autonomy, and lines of communication among Government, contractor, subcontractor, and partnering organization staff. Also provide an organizational chart for this program identifying all managerial positions by title. All interfaces with GSFC personnel must be clearly delineated. Include an organizational chart that identifies where this contract fits within the corporate structure.

Provide an in-depth discussion of the independence and autonomy of the Program Manager, clearly stating the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources. The Offeror's approach shall describe the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract.

Describe the process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for company resources/functions not under the Program Manager's direct control under this contract such as personnel, finances, and facilities.

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If subcontractors are proposed, identify their interfaces to your organizational structure and provide: 1) a separate organization chart for each subcontractor, 2) the basis for the selection of each subcontractor, 3) the nature and extent of the work to be performed by each subcontractor, 4) the benefits of these arrangements to the Government, and 5) methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance.

Describe the rationale and procedures for determining the work to be subcontracted, if any, and for managing subcontracts. The Offeror's planned usage, if any, of subcontracting agreements shall be addressed. For any subcontracting agreements, the offeror shall detail the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

The Offeror shall describe their electronic and online work activity management system that will be used to comply with the requirements specified in the contract clause C.3 New and Modified Funding Procedures. The description shall identify what information will be made available to Government officials directly involved with the contract, how it will be accessible, and how the system will be used by both the Government and the Contractor for insight into assessing cost and schedule performance, and to facilitate and document the management of work activities performed under the contract. The use of automated processes to improve efficiency is encouraged where appropriate. The Offeror shall also indicate the developmental and operational schedule of the management system.

The Offeror shall submit a written Quality Assurance Plan (QAP) that shall identify the offeror's approach to ensuring quality services throughout the duration of the contract. Specifically, the plan shall identify the procedure(s) for continually monitoring, surveilling, identifying and correcting deficiencies. The QAP shall describe the Offeror's method(s) (i.e. 100% inspection, planned sampling, random sampling, obtaining customer feedback or complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The QAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the support services to be assessed. The QAP will be incorporated into the contract as an Attachment.

The contract requires the Contractor to interact with a wide variety of organizations from differing technical disciplines. The Offeror shall provide their approach to manage teams of diverse personnel and how multiple, simultaneous efforts that may have competing requirements for technical expertise, timelines and delivery schedules will be supported. The Offeror shall identify their approach to maintaining technical competency and provide the appropriate support as needed throughout the duration of the contract and

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assigning of work in a changing, dynamic, and evolving technical environment. Any costs associated with maintaining technical competencies must be identified and explained in the Cost proposal. The Offeror shall also address how it will implement delivery schedule management. A description of how priorities will be set and handled as well as how shifting of work will be managed is required.

The Offeror shall provide an approach that clearly identifies any proposed industry process models, best practices, and performance standards that would be applied towards the governance and lifecycle management of Information Technology systems. The Offeror shall describe how its approach will ensure compliance with Federal, Agency, and Center IT and IT security mandates, support the necessary services and functions of these IT systems, while providing value to the Government and maintaining or enhancing quality services. The approach should specifically address IT security, system configuration, configuration management, patch management and explain the Offeror's strategies for keeping these IT systems secured and operational for delivering information and computational services to our user community.

Based on the Offeror's management approach (subfactor B), the Offeror's technical approach to accomplishing the SOW, the Government-provided staffing data and position descriptions, and the Offeror's understanding of the Sciences and Exploration Directorate's strategic direction, the Offeror shall provide a complete staffing plan covering management, including management support staff, and non-management labor that explains the rationale and approach for how the Offeror will determine and acquire the optimum skill mix for managing and implementing/supporting the requirements specified in the SOW. The staffing plan shall identify the proposed staffing methodology, specifically addressing the Offeror's response to differing customer requirements as well as the approach for matching skill mix for supporting the flow of activities and services/functions from start to completion including approach to meeting technical milestones (e.g., life cycle) as appropriate. Describe what effort will be undertaken to recruit qualified staff not currently in the company employ. The staffing plan must distinguish between management labor, which shall include support staff, and non-management labor.

If the Offeror proposes labor categories that differ from or are not included in the Government provided labor categories, the Offeror shall provide written position descriptions for the specific non-management labor categories envisioned for this requirement such that the non-management labor can be clearly identified and mapped to the Government-provided baseline position descriptions. The position descriptions must address the requirements and responsibilities of the position and include the necessary minimum experience, qualifications, specific requirements/licensing and minimum education required. Offerors shall include the position title and indicate to whom by title the position reports.

Offerors shall identify key management and non-management positions considered critical to meet the requirements of the contract with position descriptions identifying

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their authority and qualifications. The descriptions shall also include the rationale for identifying these positions as key.

Proposals shall set forth the Offeror's ability to acquire and retain qualified and experienced personnel. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents (if any), those to be transferred from within the Offeror's own organization, and those from other sources. Indicate your planned incumbent capture rate (if any), the basis of this rate, and the methods and schedule you propose to recruit and hire incumbents and new hires. The basis for the incumbent capture rate shall include descriptive and historical data on similar or previous contracts (e.g., number of employees, whether the effort was performed on-site or off-site, initial incumbent capture rate, and retention rate of incumbents). Indicate your ability to staff from existing resources and from outside sources to satisfy fluctuating requirements. Also indicate your policies on temporary assignments of company personnel with relevant specialized skills.

The Offeror shall describe the corporate resources available to enhance technical, operational, and management performance under this contract including staffing, corporate support, facilities and equipment, including relevance, sufficiency, and availability (either internal and/or external to the contractor). The Offeror shall describe the breadth of the offeror's corporate resource base beyond those of the immediate staff. How these resources will be obtained and applied should be delineated. Any associated cost for such resources must be identified and explained in the Cost proposal. Offerors shall address the availability of funding and other financial resources available for this effort.

The Offeror shall provide a detailed phase-in plan that addresses, at a minimum, the Offeror's approach to ensure continuity and a smooth and complete transition from the incumbent Contractor during the 30-day phase-in period. The phase-in plan shall clearly demonstrate the ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically describe how the following will be maintained, become operational, or be accomplished:

- i) Ongoing work
- ii) Proposed management organization
- iii) Schedule
- iv) Staffing transition
- v) Technical and cost reporting mechanisms
- vi) Work activity management system
- vii) Orientation and training of personnel

If the effort involves onsite performance, the offeror shall address their plan for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period.

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The 30-day phase-in period will be accomplished through the issuance of a separate Firm Fixed Price contract.

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must:

Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations.

Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the Exhibits 8A and 8B "Fringe Benefit Charts", the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include Exhibits 8A and 8B but should reference where the information appears in the Cost Proposal.)

Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The Offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, entitled "Safety and Health Plan". The Offeror shall discuss its approach for compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements."

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The Offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.

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The Offerors plan shall address their approach to the handling of hazardous materials identified in Clause I.91, Hazardous Material Identification and Material Safety Data (FAR 52.223-3 Alternate I), if applicable.

Organizational Conflicts of Interest (OCI): In accordance with NFS 1852.237-72, Access of Sensitive Information and the principles of FAR Subpart 9.5, the offeror shall submit a comprehensive OCI Avoidance Plan that thoroughly analyzes all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information (unequal access to information), due to biased ground rules, and/or due to impaired objectivity. The plan shall establish specific methods to control, mitigate, or eliminate all problems identified. The Final OCI Avoidance Plan, as approved by the Contracting Officer, shall be incorporated into the Contract as a compliance document.

The response shall include, at a minimum:

- A. A description of the risks to contract performance resulting from the various types of organizational conflicts of interest for the offeror and proposed subcontractors, including consultants.
- B. A description of the offeror's approach to identifying, mitigating and/or avoiding organizational conflicts of interest and ensuring compliance with contract terms relevant to OCIs and limitations on future contracting.
- C. The offeror shall describe its approach to identifying and protecting proprietary information and sensitive information as required by the Access to Sensitive Information clause and contract terms.
- D. The offeror shall describe the impact of their OCI Avoidance plan on the effective and efficient performance of the Statement of Work for this contract.

**Deviations/Exceptions (Mission Suitability Proposal)**

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of text)

**L.13 COST VOLUME**

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data-- Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR

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2.101 .

1. Instructions

An important prerequisite for the award of the contract is the prime Offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by cognizant Defense Contract Audit Agency (DCAA) offices. The cost proposal should be prepared in a manner consistent with your current accounting system.

Provide an explanation of the rationale for the proposed indirect rates. Unless the rates are part of a Forward Pricing Rate Agreement, include the derivation. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited.

The required format for data other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For significant subcontracts expected to meet or exceed \$25 Million of the proposed total contract value (basic plus option), the proposed subcontractor shall provide the same cost exhibits and supporting information that is requested from the Prime Offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date

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and time specified in the instructions for receipt of offers for this RFP.

The Offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel (Windows 2007) format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The Offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors, shall submit one copy of their cost proposal directly to their cognizant DCAA auditing office by the due date specified on the solicitation face page, Standard Form 33, Block 9. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume proposal. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. Also, any experience factors (unit prices, hours, quantities, etc.) and judgmental projections shall be explained. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost under this contract. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each Offeror, including proposed significant subcontractors, shall submit the other than cost or pricing data described in Section 2 below.

## 2. Cost Proposal Format

Subcontractors may submit their detailed exhibits and schedules directly to the Government if such data are considered of a proprietary nature. However, all proposed subcontractor summary cost information must be included in the Prime Offeror exhibits and schedules. The same requirements for formats, numbers of copies, page limitations, etc., applicable to the Prime Offeror shall apply to the subcontractors.

The Full Time Equivalent (FTE) estimates for non-management labor contained in **Enclosure 1** are provided to assist offerors in assessing the resources needed to satisfy year one of the SESDA III contract requirements, and may be used by the Offeror as a



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guideline for proposal pricing purposes. The Government's expectation is that the performance requirements and the associated labor will remain essentially constant for each year of the basic and option period. Offerors are free to deviate from this estimate in proposing their non-management labor estimates based on their own specific approaches; however, all labor estimates shall be fully explained and supported, consistent with their detailed Mission Suitability approach and explained within the Basis of Estimate (BOE) (see paragraph (d) of this section). Failure to adequately substantiate your labor estimates may result in adjustments based on your specific approach and/or the Government's labor estimates.

Offerors shall also propose their own independent labor estimates for management and management support staff necessary to satisfy SESDA III requirements.

In addition, **Enclosure 2** contains the average unloaded Direct Labor Hourly Rates and corresponding Position Descriptions for the incumbent Contractor Non-Management workforce. If the offeror proposes to capture incumbent personnel as part of its overall staffing approach for SESDA III, then Offerors shall use these rates as a guide in proposing unloaded direct labor rates for Non-Management labor. Any proposed variances from these incumbent rates shall be fully explained and justified (see Exhibit 6 instructions).

(a) SUMMARY OF ESTIMATED COST AND FIXED FEE

**Exhibit 1A** summarizes the elements of cost and fixed fee, by year, for the basic three-year period of performance.

**Exhibit 1B** summarizes the elements of cost and fixed fee, by year, for the optional two-year period of performance.

**Exhibit 1C** summarizes the elements of cost and fixed fee, by year, for the total potential five-year period of performance.

Offerors should use the non-proposed costs contained in Clause B.2 (copied below) when calculating proposed costs and completing Exhibits 1A, 1B, and 1C.

<b>Other Direct Costs</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Travel	\$509,518	\$524,804	\$540,548	\$556,764	\$573,467	\$2,705,101
Equipment/ Materials	\$38,213	\$39,359	\$40,540	\$41,756	\$43,009	\$202,877
Other ODC's*	\$1,259,722	\$1,297,514	\$1,336,439	\$1,376,532	\$1,417,828	\$6,688,035
<b>TOTAL ODC's</b>	<b>\$1,807,453</b>	<b>\$1,861,677</b>	<b>\$1,917,527</b>	<b>\$1,975,052</b>	<b>\$2,034,304</b>	<b>\$9,596,013</b>

\*Other ODC's are defined as conference and workshop expenses, outreach materials and other miscellaneous direct items necessary to support the SOW requirements.

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**(b) ELEMENT OF COST BY SOW (ATTACHMENT A) FUNCTIONAL WORK  
BREAKDOWN STRUCTURE (WBS)**

**Exhibit 2A** identifies the elements of cost for each contract year, summarized at SOW Functional WBS Level II activity; i.e., SOW 3.1, 3.2, and 3.3. Offerors shall include the total non-proposed costs provided in Clause B.2 in SOW WBS 3.1.

**Exhibit 2B** identifies the elements of cost by SOW Functional WBS Level III activity; i.e., SOW 3.1.1 through 3.1.7, 3.2.1 through 3.2.3, and 3.3.1 and 3.3.2, for each contract year. Offerors shall include the total non-proposed costs provided in Clause B.2 in SOW WBS 3.1.1.

**(c) CONTRACTOR FISCAL YEAR TO CONTRACT YEAR RATE CONVERSION  
EXHIBITS**

**Exhibit 3** summarizes the Offeror's proposed rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor's Fiscal Year and approved accounting system. Please note that the Contract Year Composite rates shall match the rates proposed in Exhibits 1A, 1B and 1C – **SUMMARY OF ESTIMATED COST AND FIXED FEE**

**(d) BASIS OF ESTIMATES (BOE)**

The BOEs shall address the entire potential five year period of performance for each SOW Functional WBS Level III activity (not to exceed 80 pages total). The Offeror shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance of each SOW Functional Area. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it's from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- Explain in detail how Program Management and Administrative Support are

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estimated. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.

- Complexity factors utilized--all factors must be identified.
- Use of any other cost-estimating relationships.
- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in section 1 instructions above, BOEs must be provided for that significant subcontract following the above specified format.
- An explanation of how all materials, computer services, facilities, travel, equipment, and other direct costs, if not included in the non-proposed costs, were estimated.
- BOEs shall comply with the BOEs page limitation set forth in PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.
- BOEs shall be submitted by the Prime Offeror and shall include all subcontractor information.

(e) PRODUCTIVE WORK YEAR CALCULATIONS

**Exhibit 4** summaries the Contractor's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(f) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 30-day phase-in period, which will be performed under a separate, firm-fixed-price contractual document. **Exhibit 5** shall be used to state the proposed price for the phase-in, which is expected to commence on or about October 2011.

(g) SUMMARY OF DIRECT LABOR RATES FOR MANAGEMENT AND NON-MANAGEMENT LABOR

In **Exhibit 6**, Offerors shall provide their proposed unloaded direct labor hourly rates by contract year for each proposed Management and Non-Management labor category. The annual escalation rate used to calculate direct labor rates shall be clearly identified and the basis for this rate shall be fully explained. If the offeror proposes direct labor rates

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for Non-Management personnel that are different from the Government-provided Incumbent Rates, the proposed rates shall be fully explained and justified.

**(h) DCAA INFORMATION**

Offerors shall complete **Exhibits 7A and 7B** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provided is current and accurate.

**(i) FRINGE BENEFITS EXHIBITS**

As addressed in the Mission Suitability Proposal instructions (Subfactor B), the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit in **Exhibit 8 (A & B)**, Fringe Benefits Chart. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories.

**(j) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)**

Offerors shall complete **Exhibit 9** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your approved accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions.

***If all recurring ODCs are included in your indirect expenses, DO NOT remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert "NONE" in this exhibit.***

**(k) SOURCE OF PERSONNEL**

**Exhibit 10** shows the offeror's plans to obtain the required personnel for contract performance. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, and how many will be newly hired.

**3. Deviations/Exceptions (Cost Volume)**

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be

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supported by sufficient amplification and justification to permit evaluation.

(End of provision)

**L.14 PAST PERFORMANCE VOLUME (SEP 2010)**

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and/or complexity to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed contract.

(a) **INFORMATION FROM THE OFFEROR**

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$5 million that your company has had within the last 5 years of the RFP release date.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$5 million. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 10% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at \$50M annually and a proposed significant subcontract value for the effort has a proposed average annual cost/fee of \$16M, the offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$1.6M (10% of \$16M) for that significant subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor. Indicate the primary functions (SOW, WBS, etc) to be performed by the prime offeror and each

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proposed significant subcontractor. For both the prime and significant subcontractor(s), indicate which contracts are most related (i.e. similar in size, content, and/or complexity) to the proposed effort, as well as which contracts were performed by the division of your company and/or significant subcontractor(s) (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

**The offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime offeror and each significant subcontractor:**

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. (Please verify the telephone numbers provided are current and correct).
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

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Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) *PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)*

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)]

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shall provide the questionnaires provided as Exhibit 11 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center  
Attn: Michele Connerton, Code 210.8  
Bldg. 22, Rm. 205D  
Greenbelt, MD 20771  
Telephone: 301-286-6640  
FAX: 301-286-1773

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c) *SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)*

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

**L.15 PROPOSAL MARKING AND DELIVERY (JAN 2010)**

(Offerors MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

**1. External Marking of Proposal Package(s)**



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All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

"Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 16W—Shipping and Receiving Dock  
Solicitation Number **NNG11341433R**  
Attn: Michele Connerton  
**Bldg 25 Room N-040**

**PROPOSAL--DELIVER UNOPENED"**

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."

**2. Designated Receiving Office**

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Hubble Road off of Soil Conservation Road, north from Greenbelt Road. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to the Building 16W Shipping and Receiving Dock. GSFC passes are required for access to the receiving dock.

**3. Methods of Proposal Delivery**

There are three suggested methods of delivery to the designated proposal receiving office:

1. U.S. Postal Service Express Mail

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2. Commercial Delivery Service
3. Delivery by company employee or other individual agent

**It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.**

If proposals are going to be delivered by a company employee or other individual agent that does not already have badged access to NASA/GSFC, the offeror **MUST** comply with the following instructions and allow sufficient time (potentially one hour or more) for security processing through the North Gate on Hubble Road:

- a. Vehicle must use the Truck Inspection lane (far right lane).
- b. Driver (and any passenger(s)) must be a U.S. Citizen (no exceptions).
- c. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- d. Driver (and any passenger(s)) must provide a valid Driver's License to the Security Officer for identification and recording purposes.
- e. Vehicle must undergo a GSFC Security vehicle inspection.
- f. Driver will be provided with a pass authorizing them to proceed directly to the Shipping and Receiving Dock, Building 16W, ONLY.
- g. After delivering the proposal, the vehicle must immediately exit GSFC back through the North Gate.
- h. If the Solicitation documentation is not provided, the proposal packages are not properly marked, or the driver/vehicle does not pass security procedures, the driver may not be granted access through the North Gate and will be instructed to go the GSFC Main Gate on Greenbelt Road for security processing. If this happens, the driver should contact the Contracting Officer named in this solicitation for further assistance. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services are highly encouraged.

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Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

**L.16 EXHIBITS AND ENCLOSURES**

**EXHIBITS**

EXHIBIT #1A – SUMMARY OF ESTIMATED COST AND FIXED FEE – 3-YEAR BASIC

EXHIBIT #1B– SUMMARY OF ESTIMATED COST AND FIXED FEE – 2-YEAR OPTION

EXHIBIT #1C – SUMMARY OF ESTIMATED COST AND FIXED FEE TOTAL POTENTIAL 5-YEAR PERIOD OF PERFORMANCE

EXHIBIT #2A - ELEMENT OF COST BY SOW (ATTACHMENT A) FUNCTIONAL WORK BREAKDOWN STRUCTURE (WBS) LEVEL II

EXHIBIT #2B - ELEMENT OF COST BY SOW (ATTACHMENT A) FUNCTIONAL WORK BREAKDOWN STRUCTURE (WBS) LEVEL III

EXHIBIT #3- SUMMARY OF INDIRECT RATES

EXHIBIT #4 - PRODUCTIVE WORK YEAR CALCULATION

EXHIBIT #5- PHASE IN COST (1 OF 2)

EXHIBIT #5- PHASE IN COSTS (2 OF 2)

EXHIBIT #6 - SUMMARY OF DIRECT LABOR RATES FOR MANAGEMENT & NON-MANAGEMENT LABOR

EXHIBIT #7A- COGNIZANT DCAA OFFICE INFORMATION

EXHIBIT#7B – COGNIZANT DEFENSE CONTRACT MANAGEMENT AGENCY OFFICE INFORMATION

EXHIBIT #8A - FRINGE BENEFITS CHART -- EXEMPT EMPLOYEES

EXHIBIT #8B - FRINGE BENEFITS CHART -- NON-EXEMPT EMPLOYEES

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EXHIBIT #9 – SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)

EXHIBIT #10 – SOURCE OF PERSONNEL CHART

EXHIBIT #11 - PAST PERFORMANCE QUESTIONNAIRE

**ENCLOSURES**

ENCLOSURE 1 – GOVERNMENT LABOR HOUR ESTIMATE FOR YEAR ONE OF THE SESDA III CONTRACT REQUIREMENTS

ENCLOSURE 2- AVERAGE UNLOADED DIRECT LABOR HOURLY RATES AND CORRESPONDING POSITION DESCRIPTIONS

ENCLOSURE 3- GOVERNMENT SURVEILLANCE PLAN

(End of clause)

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**M. 1 SECTION M PROVISIONS INCORPORATED BY REFERENCE**

**52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

**52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL  
EMPLOYEES (FEB 1993)**

(End of By Reference Section)

**M. 2 PROSPECTIVE CONTRACTOR RESPONSIBILITY**

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement: None

(End of text)

**M. 3 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL  
(JUL 2009)**

**1. Source Selection**

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

**2. Evaluation Factors and Subfactors**

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The evaluation factors are Mission Suitability, Cost , and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.

### **3. Relative Order of Importance of Evaluation Factors**

The Cost Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost Factor is less important than the Mission Suitability Factor but is approximately equal in importance than the Past Performance Factor.

(End of provision)

### **M. 4 MISSION SUITABILITY FACTOR (APR 2010)**

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the offeror and evaluated by NASA. The offeror's justification for the proposed resources will be considered in this evaluation. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of or commitment to the requirements.

#### **1. Mission Suitability Subfactors and Description of Each Subfactor**

##### **Subfactor A – Technical Approach**

The Offeror's technical approach will be evaluated to assess how well it demonstrates an understanding of the depth, breadth, and objectives of the requirements of the SOW. The Government will evaluate the effectiveness of the proposed techniques and procedures, including methods and tools that will be used to satisfy and accomplish these requirements in a timely and cost effective manner.

The Government will evaluate the appropriateness of the Offeror's identification of the significant risks as well as management and technical challenges under this contract. The risk management techniques will be evaluated for their ability to effectively mitigate risks.

The Government will evaluate for effectiveness and efficiency the Offeror's proposed new or innovative methods, techniques or technologies related to the Statement of Work requirements. The evaluation will consider the Offeror's proposed methods, techniques or

## **SECTION M OF NNG11341433R EVALUATION FACTORS FOR AWARD**

technologies and how they would impact the performance of the SOW under the proposed contract. The Government will assess for reasonableness the Offeror's quantified efficiencies. The Government will consider the offeror's willingness to be contractually obligated to perform any proposed innovations within the proposed contract cost.

The Government will evaluate for effectiveness and efficiency the Offeror's approach for providing support in the specific technical areas identified in the Questions/Scenarios contained later in this subfactor. The Government will evaluate the appropriateness and reasonableness of the Offeror's technical approach, labor categories, Government and external interfaces, the flow of activities from start to completion, and any other information provided. The Government will evaluate the Offeror's demonstrated understanding of the objectives; support methodology proposed; potential technical problems, risks, and critical issues; and adequacy of problem mitigation/resolution. Any assumptions and rationale made will also be evaluated for reasonableness.

### **Questions/Scenarios:**

#### **Scenario (1)**

The Government will evaluate the effectiveness and efficiency of the Offeror's approach to support the science instrument development as well as the science planning and end-to-end data operations for the specified mission, the processes and facilities required for developing the instruments, operating the science instruments, and producing and distributing the science data products to mission investigators, community researchers, and the general science community, and your role in supporting mission-related functionality and organizations, work units or elements, internal and external to Goddard, that are likely to be needed.

#### **Scenario (2)**

The Government will evaluate the effectiveness and efficiency of the Offeror's approach to provide scientific support, the proposed staffing plan and the identification of the organization interfaces to support the GSFC instrument team during:

- i. Pre-launch, launch, and post-launch check-out;
- ii. Cruise phase; and
- iii. Orbital insertion and routine operations.

#### **Scenario (3)**

The Government will evaluate how well the Offeror understands the NASA technology maturation processes and the effectiveness of the proposed approach to support GSFC investigators to mature these technology prototypes so that they could be ready to propose for a flight mission.

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### **Scenario (4)**

The Government will evaluate the effectiveness of the Offeror's approach to bring excitement of Earth and space exploration to the public and to encourage the next generation to enter STEM (Science, Technology, Engineering, Mathematics) careers. The Government will also evaluate for reasonableness what media the Offeror proposes using or developing and how the success of the outcome of these EPO activities will be measured.

### **Scenario (5)**

The Government will evaluate how well the Offeror understands the hierarchy of relevant organizations/communities that would require the use of satellite-derived science data products to monitor and understand the event described in scenario 5, Subfactor A, Section L.12 (3). The Government will evaluate the effectiveness of the Offeror's approach to tailor and distribute science data products to satisfy the requirements and responsibilities of each constituency. The Offeror's assessment of the advantages and limitations of using the suggested products will be evaluated for reasonableness.

### **Scenario (6)**

The Government will evaluate the effectiveness and efficiency of the Offeror's proposed engineering and software development processes and the resulting data processing environment, data products, software systems, and interfaces to support Mission XSCAPE.

### **Scenario (7)**

The Government will evaluate the effectiveness and efficiency of the Offeror's proposed approach to establishing a secure website and ensuring maximum availability for the major multi satellite program described in Scenario 7, Subfactor A, Section L.12(3).

### **Subfactor B – Management Approach**

The Government will evaluate the effectiveness and efficiency of the Offeror's proposed organizational structure, including policies, procedures, and techniques for managing the proposed work. This evaluation will consider the Offeror's approach to quality management of the required services through surveillance, organizational structure, staffing and utilization and distribution of the workforce in meeting contract requirements, cost constraints and schedules.

The Government will evaluate for adequacy and reasonableness the Offeror's proposed responsibilities (such as workflow, personnel, cost) and authorities for administrative and technical management of this contract, from lower levels through intermediate



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management to top-level management. This evaluation will consider the Offeror's proposed span of control, approach to resolving internal conflicts over resources with other company organizations, degree of autonomy, and lines of communication among Government, contractor, subcontractor, and partnering organization staff. The Government will assess the appropriateness of the Offeror's proposed interfaces with GSFC personnel.

The Government will evaluate the reasonableness of the independence and autonomy of the Program Manager and consider the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources. This evaluation will also consider the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract.

The Government will evaluate the effectiveness of the Offeror's proposed process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager's direct control.

If subcontractors are proposed, the Government will evaluate the effectiveness and efficiency of the Offeror's proposed interfaces to your organizational structure by considering: 1) the separate organization chart for each subcontractor, 2) the basis for the selection of each subcontractor, 3) the nature and extent of the work to be performed by each subcontractor, 4) the benefits of these arrangements to the Government, and 5) the methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance.

The Government will evaluate the reasonableness of the Offeror's rationale and proposed procedures for determining applicability of subcontracting, if any, and the effectiveness and efficiency of proposed procedures for managing subcontracts. This evaluation will consider the Offeror's planned usage, if any, of subcontracting agreements and the detail of the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The Government will evaluate the effectiveness of the Offeror's proposed approach for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

The Government will evaluate for effectiveness and efficiency the Offeror's proposed electronic and online work activity management system that will be used to comply with the requirements specified in the Section C.3 New and Modified Funding Procedures. The evaluation will consider the information that will be made available to Government officials directly involved with the contract, how it will be accessible and how the system will be used by both the Government and the Contractor for insight into assessing cost and schedule performance and to facilitate and document the management of work

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activities performed under the contract. The Government will consider the benefits of the use of automated processes to improve efficiency and the reasonableness of the developmental and operational schedule of the management system.

The Government will evaluate the effectiveness and efficiency of the Offeror's proposed Quality Assurance Plan (QAP) procedure(s) for continually monitoring, surveilling, identifying and correcting deficiencies. The Government will evaluate the appropriateness of the Offeror's proposed method(s) to determine whether performance requirements in the SOW are met. The Government will evaluate the reasonableness of the proposed measurements of performance.

The Government will evaluate for effectiveness and efficiency the Offeror's approach to manage teams of diverse personnel and how multiple, simultaneous efforts that may have competing requirements for technical expertise, timelines and delivery schedules will be supported. This evaluation will include assessing the Offeror's approach to maintaining technical competency and providing appropriate support when and where needed throughout the duration of the contract and assigning of work in a changing, dynamic, and evolving technical environment. The Government will also evaluate for effectiveness how the Offeror will implement delivery schedule management, risk management, quality assurance, obtain user feedback for performance improvement, and how priorities will be set and handled as well as how shifting of work will be managed.

The Government will evaluate for effectiveness and efficiency the Offeror's proposed approach for the use of industry process models, best practices and performance standards that would be applied towards the governance and lifecycle management of Information Technology systems. This evaluation will consider how effectively their approach supports compliance with Federal, Agency and Center IT and IT security mandates, support the necessary services and functions of these IT systems, IT security, system configuration, configuration management and patch management of IT systems while providing value to the Government and maintaining or enhancing quality services. The evaluation will consider the effectiveness of the Offeror's strategies for keeping these IT systems secured and operational for delivering information and computational services to our user community.

The Government will evaluate for adequacy the Offeror's staffing plan covering management, including management support staff, and non-management labor that explains the rationale and approach for how the Offeror will determine and acquire the optimum skill mix for managing and implementing/supporting the requirements specified in the SOW. The Government will assess the Offeror's proposed staffing methodology, specifically addressing the Offeror's response to differing customer requirements as well as the approach for matching skill mix for supporting the flow of activities and services/functions from start to completion including approach to meeting technical milestones (e.g., life cycle) as appropriate. The Government will evaluate the adequacy of the Offeror's approach to recruit qualified staff not currently in the company employ.

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If the Offeror proposes labor categories that differ from or are not included in the Government provided labor categories, the Government will evaluate the Offeror's written position descriptions for the specific non-management labor categories envisioned for this requirement and whether the non-management labor can be clearly identified and mapped to the Government-provided baseline position descriptions. The position descriptions will be evaluated by the Government to assess the reasonableness of the requirements and responsibilities of the position and the reasonableness of the minimum experience, qualifications, specific requirements/licensing, and education required for the positions.

The Government will evaluate the reasonableness of the Offeror's identified key management and non-management positions considered critical to meet the requirements of the contract and the Offeror's rationale for identifying these positions as key.

The Government will assess the Offeror's ability to acquire and retain qualified and experienced personnel. The Government will evaluate for reasonableness the Offeror's comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents (if any), those to be transferred from within the Offeror's own organization, and those from other sources. The Government will assess the Offeror's planned incumbent capture rate (if any), the basis of this rate, and the effectiveness of methods and schedule proposed to recruit and hire incumbents and new hires. The Government will assess the basis for the incumbent capture rate and the descriptive and historical data on similar or previous contracts (e.g., number of employees, whether the effort was performed on-site or off-site, initial incumbent capture rate, and retention rate of incumbents). The Government will assess the Offeror's ability to staff from existing resources and from outside sources to satisfy fluctuating requirements. The Government will assess the Offeror's policies on temporary assignments of company personnel with relevant specialized skills.

The Government will evaluate the adequacy of the corporate resources available to enhance technical, operational, and management performance under this contract including staffing, corporate support, facilities and equipment, including relevance, sufficiency, and availability (either internal and/or external to the contractor).. The Government will evaluate for reasonableness how these resources will be obtained and applied. The Government will evaluate the adequacy of the Offeror's availability of funding and other financial resources available for this effort.

The Government will evaluate for adequacy the Offeror's proposed phase-in plan to ensure continuity and a smooth and complete transition from the incumbent Contractor. The Government will evaluate the capability of the Offeror to assume full contract responsibility on the effective date of the contract. The Government will evaluate for effectiveness and efficiency the Offeror's plan to describe how the following will be maintained, become operational, or be accomplished:

- i) Ongoing work
- ii) Proposed management organization

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- iii) Schedule
- iv) Staffing transition
- v) Technical and cost reporting mechanisms
- vi) Work activity management system
- vii) Orientation and training of personnel

If the effort involves onsite performance, the Government will evaluate for adequacy the Offeror's plan for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, the Government will evaluate the reasonableness and potential impact of the dependency. The Government will also evaluate the reasonableness of the proposed involvement by NASA personnel during this period.

The Government will evaluate the Offeror's Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The Government will verify the required professional compensation plan:

Classifies all labor categories proposed as "exempt" or "non-exempt" positions and that the terms "exempt" and "non-exempt" as used by your organization are defined and correlated with that provided for in the Code of Federal Regulations.

Identifies the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the Exhibits 8A and 8B "Fringe Benefit Charts", the Government will evaluate for reasonableness the Offeror's and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. The two exhibits submitted will be included in this evaluation, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories.

The Government will evaluate the Offeror's proposed safety and health plan in accordance with NFS Provision 1852.223-73, entitled "Safety and Health Plan". The Government will evaluate the effectiveness of the Offeror's approach for compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements."

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The Government will evaluate the reasonableness of the Offeror's determination if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract.

The Government will evaluate the Offeror's plan to address the handling of hazardous materials identified in Clause I.91, Hazardous Material Identification and Material Safety Data (FAR 52.223-3 Alternate I), if applicable.

**Organizational Conflicts of Interest:** NASA will evaluate the risks to contract performance resulting from the various types of organizational conflicts of interest for the offeror and proposed subcontractors, including consultants. NASA will evaluate the effectiveness and reasonableness of offeror's approach to identifying, mitigating and/or avoiding organizational conflicts of interest and complying with contract terms relevant to OCIs and limitations on future contracting. NASA will evaluate the adequacy of the offeror's approach to identifying and protecting proprietary information and sensitive information as required by the Access to Sensitive Information clause and contract terms. NASA will evaluate the impact of the proposed OCI Avoidance Plan on the effective and efficient performance of the Statement of Work for this contract.

### **Deviations/Exceptions (Mission Suitability Proposal)**

The Government will evaluate the reasonableness of the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

#### **1. Evaluation Findings**

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

**Weakness** – a flaw in the proposal that increases the risk of unsuccessful contract performance

**Significant Weakness** – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

**Deficiency** – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

**Strength (not in FAR/NFS)** – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that

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provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

Significant Strength (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

**2. Weights and Scoring**

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

	<u>Points</u>
Subfactor A--Technical Approach	400 points
Subfactor B--Management Approach	600 points
<b>Total</b>	<b>1000 points</b>

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

The Mission Suitability evaluation will include the results of any cost realism analysis. The realism of proposed costs may significantly affect the offeror's Mission Suitability score.

(End of provision)

**M. 5 COST/PRICE EVALUATION FACTOR (Jul 2009)**

The proposed costs will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost".

Failure to adequately substantiate your labor estimates may result in adjustments based on your specific approach and/or the Government's labor estimates.

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Both the "proposed and probable cost" will reflect the offeror's proposed fee amount. Any proposed fee is not adjusted in the probable cost assessment.

Both the proposed and probable cost assessment will be presented to the Source Selection Authority, along with the proposed FFP Phase-in price.

(End of text)

### **M. 6 PAST PERFORMANCE EVALUATION FACTOR**

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" contract depends on the size, content, and/or complexity of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least \$5 Million.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$5 Million. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least 10 % of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

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Content and complexity will be weighted more heavily than size in evaluating past performance relevance.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - i.e., level of pertinence - of the contract based on size, content, and/or complexity. The term “content” means the type of services, work, or supplies. The term “complexity” means the difficulty of the work or level of the skill mix required to complete the work.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror’s explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if



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applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term “pertinent” is equivalent to the term “relevant.” The following adjectival rating guidelines will be used when subjectively assessing both components.

### Very High Level of Confidence

The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

### High Level of Confidence

The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

### Moderate Level of Confidence

The Offeror’s relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

### Low Level of Confidence

The Offeror’s relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror’s performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror’s existing processes may be necessary in order to achieve contract requirements.

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Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)